

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

Barbara Ardis Williams

DEBTOR

CASE NO: 15-05953-jw

CHAPTER 13

NOTICE AND MOTION PURSUANT TO
FEDERAL RULE OF BANKRUPTCY
PROCEDURE 4001(d)

TO: All Creditors and Parties in Interest Entitled to Notice under Federal Rule of Bankruptcy Procedure 4001(d)

Barbara Adris Williams (“Debtor”) and Newton Hornsby (“Landlord”) have filed papers with the court to approve the agreement between them which is described below and attached to this notice.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to approve the Settlement Order on Motion for Relief From Automatic Stay, or you want the court to consider your views on the motion, then within fourteen (14) days of service of this notice, you or your attorney must:

File with the court a written response, return, or objection at:

1100 Laurel Street
Columbia, SC 29201

Responses, returns, or objections filed by an attorney must be electronically filed in ecf.scb.uscourts.gov.

If you mail your response, return, or objection to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

You must also send a copy to:

McCarthy Reynolds & Penn, LLC, Attn: W. Harrison Penn, 1517 Laurel St., Columbia, SC 29201

Attend the hearing scheduled to be heard on October 10, 2019, at 9:00 a.m. at the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201.

If no response, return, and/or objection is timely filed and served, no hearing will be held on this motion, except at the direction of the judge.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

(A) TYPE OF AGREEMENT: Landlord and the Debtor seek an agreement for modification or termination of the automatic stay.

(B) The agreement and proposed order are attached.

(C) PROVISIONS OF THE AGREEMENT: Debtor shall cure her post petition arrearage to Landlord in the amount of \$827.00 and continue to remit to Landlord the regular post petition monthly payments beginning on October 1, 2019.

(I) USE OF CASH COLLATERAL (IF APPLICABLE): N/A

(II) OBTAINING CREDIT (IF APPLICABLE): N/A

(D) IMPACT ON PRE-PETITION CLAIMS: None

(E) DEFAULT: (List events that constitute default of agreement.)

(F) RESULT OF DEFAULT: In the event of a default under the terms of this Settlement Order, relief from stay may be provided without further hearing upon the filing of an affidavit of default by Movant and the entry of the proposed order by the Court. Movant may then proceed with its state court remedies against the property, including sending any required notice to Debtor.

(G) DESCRIPTION OF PROPERTY SUBJECT TO LIEN: Leasehold interest in the residential real estate located at 3422 Yale Avenue, Columbia, South Carolina.

(H) APPRAISED VALUE OF PROPERTY SUBJECT TO LIEN: N/A

(I) LIEN AMOUNT (IF APPLICABLE): N/A

(J) MOVING PARTIES: Debtor and Landlord

(K) LOCAL RULE DISCLOSURE: N/A

Date: September 18, 2019

McCARTHY REYNOLDS & PENN, LLC

MOSS & ASSOCIATES

/s/ W. Harrison Penn
W. Harrison Penn, Fed. ID # 11164
1517 Laurel St.
Columbia, SC 29201
(803) 771-8836
hpenn@mccarthy-lawfirm.com

/s/ Jason T. Moss
Attorney for Debtor
District Court I.D. 7240

Attorneys for Newton Hornsby

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Barbara Ardis Williams,

Debtor(s).

C/A No. 15-05953-jw

Chapter 13

SETTLEMENT ORDER
ON
MOTION FOR RELIEF FROM
AUTOMATIC STAY

This matter comes before the Court on the motion for relief from the automatic stay filed by Newton Hornsby ("Movant"). The Chapter 13 Trustee did not object to the motion or has agreed to the settlement. The property which is the subject of the motion is described as follows:

Leasehold interest in the residential real estate located at 3422 Yale Avenue, Columbia, South Carolina

Upon the agreement of the parties, it is hereby ORDERED:

According to the certifications of facts, the value/equity in the subject property above the movant's lien is \$0.00.¹

As of September 10, 2019, Debtor has accrued a post petition arrearage in the amount of \$827.00. The post petition arrearage consists of:

- ☐ Payments for the month(s) of _____ in the amount of \$ _____ per month.
- ☒ Late charges in the amount of \$ 827.00.
- ☐ Attorney's fees and costs in the amount of \$ _____.
- ☐ Other costs (specify below) in the amount of \$ _____.

Debtor shall continue to remit to Movant the regular post petition monthly payments beginning October 1, 2019, and continuing thereafter in accordance with the terms of the lease agreement and the chapter 13 plan.

In addition to the regular post petition monthly payments set forth above, Debtor shall cure the post petition arrearage of \$ 827.00 as follows:

- ☐ Pay initial payment of \$ _____ by _____, 20 ____.
- ☐ Pay \$ _____ per month beginning _____, 20 ____ for ____ months.
- ☒ Pay final payment of \$827.00 by October 1, 2019.

¹ The amount of equity stated should be the total equity or value above the movant's lien in the Property without regard to any claimed exemptions or junior liens. If the value/equity exceeds \$5,000.00, Exhibit K should be used.

Failure to make a payment within 20 days from its due date shall be considered a default under the terms of this settlement order.

Payments shall be paid directly to Movant's Property Manager at:

Bollin Ligon Walker Realtors P.A.
3008 Millwood Avenue
Columbia, SC 29205

In the event of a default under the terms of this Order, relief from stay may be provided without further hearing upon the filing of an affidavit of default by Movant and the entry of the proposed order by the Court. Movant may then proceed with its state court remedies against the property, including sending any required notice to Debtor(s). **This *ex parte* relief provision of this Order shall expire and no longer be effective 12 months from the expiration of the cure period set forth above.**

Movant agrees to waive any claim arising under 11 U.S.C. § 503(b) or § 507(b) as a result of this Order. In the event relief from the automatic stay is granted due to Debtor's default under the terms of this Settlement Order, Movant agrees that any funds received in excess of all liens, costs, and expenses will be paid to the Trustee.

The parties agree that the Fed. R. Bankr. P. 4001(a)(3) stay:

- ☐ is applicable to any order granting relief from default on this settlement order.
☒ is not applicable to any order granting relief from default on this Settlement Order.

NON-STANDARD LANGUAGE
(Hearing May Be Required for Approval)

Debtor shall enter into a written lease with Movant in the form attached hereto as Exhibit A.

AND IT IS SO ORDERED.

WE SO MOVE AND CONSENT:

/s/ W. Harrison Penn
Attorney for Movant
District Court I.D. 11164

/s/ Jason T. Moss
Attorney for Debtor
District Court I.D. 7240

CERTIFICATION:

Prior to consenting to this settlement order, the payment obligations set forth in this Order, including the amounts, method, and timing of payments, and consequences of default were reviewed with and agreed to by the Debtor or the party obligated to pay.

/s/ Jason T. Moss
Attorney for Debtor
District Court I.D. 7240

Bollin Ligon Walker Realtors

3008 Millwood Avenue • Columbia, SC 29205
(803) 256-6287



Exhibit A

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract made in Columbia, South Carolina on 09/11/2019 is between you, the undersigned resident(s):

Barbara Williams

and us, the owner/agent: Bollin Ligon Walker Realtors

You've agreed to rent the property located at

3422 Yale Avenue
Columbia, SC 29205

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The property will be occupied exclusively by the resident(s) listed above. If this rental agreement is executed by more than (1) Tenant, the responsibilities and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days. In no event shall more than 2 persons be allowed to occupy said premise.

Tenant shall not assign or sublet said premise, or any part thereof, without the written consent of Landlord.

1.2 LEASE DURATION

The terms of this tenancy shall commence on 10/01/2019 and end on 09/30/20, thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peacefully deliver up possession of the premises in good, clean order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.

1.3 RENEWAL TERMS

Either party may terminate this agreement at the end of the initial term by giving the other party 30 days written notice prior to the end of the term. Should a tenant's lease status revert to a month-to-month status, the owner can raise the rent with a 30-day notice, or the owner can ask the tenant to vacate the property with a 30-day notice. Landlord receives a 30-day written notice when it is delivered to 3008 Millwood Avenue Columbia SC 29205 or at any place held out by Landlord as the place for receipt of the communication.

Tenants must give 30-day written notice. THERE ARE NO EXCEPTIONS.

1.4 RENTAL APPLICATION

The tenant acknowledges that the Landlord has relied upon the rental application, a copy is attached as an inducement for entering into this agreement and the tenant warrants to the Landlord that the facts stated in the application are true to the best of his knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages or funds resulting from the termination and loss of rent.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Barbara Williams

2. Financials

2.1 RENT AND CHARGES

You shall pay \$575.00 per month for rent. The first month's rent and/or prorated rent amount of shall be due prior to move-in. The rent is payable to: **Bollin Ligon Walker Realtors P.A.** at
3008 Millwood Avenue
Columbia, SC 29205

We accept personal checks, money orders, certified funds or online payments. NO CASH PERMITTED. If submitting rent in any form other than electronic, rent must be in our office BEFORE the close of business on the last business day before the 6th: **if the 5th is a holiday or weekend, rent must be in the office by 4:45 Friday.**

Every month thereafter, you must pay your rent on or before the 1st day of each month with 5 days of grace period. The following late fees will apply for payments made after the 5th of each month:

Late fee rule: \$40.00 Flat Fee

Daily late fee: \$2.00

If rent is unpaid when due and the Tenant fails to pay rent within five days of due date, Landlord will terminate the rental agreement as this constitutes written notice in conspicuous language in this written agreement of Landlord's intention to terminate. Eviction will be filed at 10:00 a.m. on the 15th of each month.

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you do not pay rent on time, you will be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract. On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration

2.2 SECURITY DEPOSIT

Tenant agrees to deposit with Landlord a security deposit of to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein. Tenant understands and agrees that all interest income from the deposit shall belong to Bollin Ligon Walker Realtors, P.A. It being understood and agreed to that failure to fulfill your lease obligations results in an automatic forfeit of the security deposit. Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of cleaning, repair of damages, unpaid rent, late fees, and returned check fees. Landlord reserve the right to use the security deposit, and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice to the Tenant together with the amount due, if any, within thirty days after termination of the lease and delivery of possession of the property as signaled by return of all keys, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

If the Tenant fails to provide the Landlord with a forwarding address, the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within (5) five business days after receiving notice from Landlord. **Only one security deposit check will be issued and all names of lessees will be on the security deposit check.**

2.3 UTILITIES

The following utilities are included: water, sewer, and trash/recycle

Tenant agrees to pay for all gas, oil, water, sewer, trash service and electricity used upon and in connection with the premise by Tenant. Tenant pays for related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Barbara Williams

3. Policies and Procedures

3.1 KEYS AND LOCKS

Tenant has received 2 set(s) of keys and NOT APPLICABLE mailbox key.

If a tenant is locked out of dwelling during office hours, tenant can pick up a key from the office as a courtesy. If office personal have to bring a key to the property, there is a \$75 charge. An AFTER HOURS lock out requires the use of a licensed locksmith. Tenant is financially responsible for locksmith services and will provide a new key to Bollin Ligon Walker Realtors within one business day.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned. Mailbox keys: \$100.00 Property Keys: \$150.00

You shall not change or add locks without our written consent.

3.2 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies. The common area facilities, if any, such as swimming pool, laundry room, recreational and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.

Tenant has received a copy of the community rules and guidelines: Tenant must follow city of Columbia codes and ordinances

3.3 RESIDENT SAFETY AND PROPERTY LOSS

You, all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to abide by the rules and guidelines in this Lease Contact.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The property is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report detector malfunctions. Detectors that are disabled or removed result in a \$100 fine for each inoperable detector. You will also be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us. **If fire extinguishers are provided by Landlord, it is the tenant's responsibility to immediately notify the landlord in writing and by phone if extinguisher is ever discharged or if the pressure gauge moves out of the green "safe" zone**

Safety and Crime Free

Tenant or any guest or resident, shall not engage in any criminal activity in or on the rental property.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

If there is noncompliance by the Tenant materially affecting health and safety of themselves or others, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Barbara Williams

4. Policies and Procedures

4.1 PARKING

Parking is provided in the designated parking areas only for the vehicles belonging to said Tenant(s) and their guests. No trucks over ½-ton GVWR, tractors, boats, trailers, or other vehicles will be permitted to be parked at the premise without written permission of the Landlord.

Parking on any grass areas is prohibited by the zoning ordinance of the City of Columbia. The Landlord has the right to tow away and store at the tenant's expense any vehicles parked or abandoned, blocking other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes or which becomes a nuisance to the premise, such as wrecked or disabled vehicles or vehicles not currently registered or licensed under applicable law.

If your rental property assigns parking your parking spot is: 3422

4.2 PETS

No pets are allowed(including mammals, reptiles, birds, fish, and insects)! The only exception is if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a **service animal** for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you will be charged for de-fleaing, deodorizing, and shampooing.

IF PETS ARE PERMITTED SEE ATTACHED ADDENDUM.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Barbara Williams

5. Responsibilities

5.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the property as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent. You may not hang wall-mounted flat screen TV's nor anything else that requires use of a drill or use of wall anchors. The only holes that are permitted in the walls are small nail holes for hanging pictures and the like.

The following are provided by the owner: Stove, Refrigerator, and Washer/Dryer Connections

5.2 LEAD BASED PAINT

The hazard of lead in paint, water, and the environment is real. Tenants are aware of this and have been issued the pamphlet "Protect your family from lead in your home." **PAMPHLET ON TENANT PORTAL. HARD COPY AVAILABLE UPON REQUEST**

5.3 NON SMOKING

NO SMOKING IN THE UNIT AT ANY TIME. IF TENANT DOES SMOKE ON PORCH, OR OTHER EXTERIOR LOCATION, TENANT IS REQUIRED TO DISPOSE OF TOBACCO REMAINS. REMAINS CANNOT BE THROWN OR TOSSED INTO FLOWERBEDS, SHRUBS, LAWN, WALKWAYS, DRIVEWAYS, OR CONTAINERS. FAILURE TO DISPOSE OF REMAINS CORRECTLY IS PUNISHABLE BY A FINE. REMAINS MUST BE PLACED INTO APPROPRIATE SEALED CONTAINER, DOUSED WITH WATER AND PLACED IN THE PROVIDED GARBAGE CAN ON A DAILY BASIS.

5.4 FIREPLACE

If a fireplace is present, it is decorative ONLY. All fireplaces are deemed non-usable. Any damage caused by unauthorized fireplace use is the sole responsibility of the tenant, including but not limited to damage to the chimney, damage to the property itself, damage to neighboring properties and total loss of property.

5.5 PEST CONTROL AND AIR FILTERS

Pest Control is the responsibility of the tenant. If accessible, the tenant is responsible for replacing air filters on a monthly basis. Damage caused by dirty or missing air filters will be charged to the tenant.

5.6 LAWN MAINTENANCE

Tenant IS NOT responsible for lawn maintenance. If Tenant is responsible for lawn maintenance, this includes mowing, edging, raking, and trimming of shrubbery. This must be done at least once per month. You will receive TWO written warnings if yard and shrubs are not maintained, on the third (3rd) violation Bollin Ligon Walker will arrange for the yard to be maintained for the rest of your lease and will charge your tenant account for each service.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Barbara Williams

6. Responsibilities Continued

6.1 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery **or you may be held responsible for the cost.** Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

6.2 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises between the hours of 8:00 am. and 5:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment/inspection, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

We will enter between the hours of 8:00 a.m. and 6:00 p.m. for the purpose of providing services requested. The Landlord shall not abuse the right of access or use it to harass the Tenant, except in cases of emergency. The Landlord shall give the Tenant at least twenty-four hours notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except, pursuant to court order as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or unless the Tenant has abandoned or surrendered the premises.

WE DO NOT MAKE APPOINTMENT TIMES, EXPECT US ANYTIME FROM 8-6!

6.3 MOVE-OUT

You will give us a written notice with your intent to vacate at least 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the property; determine any security deposit deductions; and remove property left in the property. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Any unit that has carpet must also get carpets professionally cleaned and submit a copy of the receipt. Bollin Ligon Walker Realtors will provide you the move out checklist that details cleaning expectations. If you do not clean adequately, cleaning charges will be added to your tenant account.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the property and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We will mail to you at the provided forwarding address or your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination or delivery of possession to us, as signaled by return of all keys to Bollin Ligon Walker Realtors.

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
Barbara Williams

7. General Clauses

7.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

If the Tenant is a member of the Armed Forces of the United States, stationed in the Columbia area, and shall receive permanent change of station orders out of the Columbia area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section

Replacements and Subletting

Replacing a resident, subletting, or assignment is NOT allowed unless we provide our written consent.

If we approve a replacement resident, at our option, the replacement resident must submit a completed application. If application is approved the new resident must sign this Lease Contract or the remaining and replacement residents must sign an entirely new Lease Contract as decided by Bollin Ligon Walker. Security deposit will not be dispersed until ALL tenants vacate the property.

7.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the property rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the property; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

7.3 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

By initialing below, you acknowledge and agree to the terms in Section 7.

X _____
Barbara Williams

8. Important Tenant Information

8.1 PLEASE READ THE FOLLOWING CAREFULLY

The following is a list of commonly asked questions and issues:

Rent is due in our office no later than 4:45PM on the 5th of the month or by midnight if paying electronically. If the 5th is a weekend or holiday, rent must be in by 4:45 on the last business day before the 6th.

X _____
Barbara Williams

8.2 PAINTING

Tenant will NOT paint any portion of rental property without written permission from Bollin Ligon Walker Realtors. Failure to abide by this constitutes an automatic forfeit of the security deposit.

X _____
Barbara Williams

8.3 NO SMOKING

Tenant understands and agrees that there will be no smoking, of any kind, inside the rental unit. This includes, but is not limited to, cigarettes, cigars, pipes, electric cigarettes, and vaping.

X _____
Barbara Williams

8.4 INSURANCE

Tenant understands that neither the property owner nor Bollin Ligon Walker Realtors has any insurance that would cover the tenant or the tenant's personal belongings. Resident(s) must obtain renters insurance to cover personal property if desired.

X _____
Barbara Williams

8.5 FIREPLACE

Tenant understands that IF a fireplace is present, it is for decorative use only. All fireplaces are non-functional and can not be used.

X _____
Barbara Williams

8.6 STACKED WASHER/DRYER

Tenant understands that if a stacked washer/dryer is provided it is essential that tenants wash only SMALL loads. Laundry loads that are too big or too heavy (load of jeans, or large blanket/comforter) cause the machine to leak and may cause damage to the appliance, and to the rental property itself. Tenant will be financially responsible for any damages and/or replacement costs associated with user error.

X _____
Barbara Williams

8.7 GARBAGE DISPOSAL

If unit has a garbage disposal care must be used. Only small amounts of food are meant to be put into a disposal, plates of food must be scraped into the trash, NOT put down the sink. If user-error or abuse results in a service call, tenant is responsible for repair or replacement at owners discretion. Owner may also elect to remove disposal altogether.

X _____
Barbara Williams

8.8 PLUMBING

Tenant understands that any clogged pipes caused by hair, foreign objects, sanitary products, grease, food etc. are the tenants responsibility. Tenant will purchase a good plunger to help unclog toilets and drains. If the problem is not caused by the tenant, Bollin Ligon Walker will arrange for a plumber. If plumber declares the clog was caused by the tenant, the plumbing bill will be added to your tenant account.

X _____
Barbara Williams

8.9 WATER

If water is paid for by owner, tenant understands that failure to report running toilets, leaking sinks, etc. results in charges to the tenants account. Tenant will be responsible for an overage of the normal bill.

X _____
Barbara Williams

8.10 SMOKE/CARBON MONOXIDE DETECTORS

Tenants understand that smoke/carbon monoxide detectors are installed according to SC state law. Tampering with, removing, destroying or otherwise rendering the detector useless is punishable by \$100 fine per missing/disabled unit. Your property has 3

X _____
Barbara Williams

8.11 NAILS/HANGING THINGS ON WALLS

Tenant understands they may NOT hang flat screen TV's on the walls, they MUST be on a stand. Tenant is encouraged to use On Command-type products to hang items on the walls. NO WALL ANCHORS permitted. If you need to use a drill, you may not hang it.

By initialing below, you acknowledge and agree to the terms in Section 8.

X _____
Barbara Williams

9. Lead Based Paint Addendum

9.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☐ **Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**

(b) Records and reports available to the landlord (check (i) or (ii) below):

(i) ☐ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

(ii) ☐ **Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

Tenant's Acknowledgment (initial)

(c) ☐ Tenant has received copies of all information listed above.

(d) ☐ **Tenant has received the pamphlet Protect Your Family from Lead in Your Home. AVAILABLE ON TENANT PORTAL**

Agent's Acknowledgment (initial)

(e) ☐ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Bollin Ligon Walker Realtors 09/11/2019

By initialing below, you acknowledge and agree to the terms in Section 9.

X _____
Barbara Williams

10. Sign and Accept

10.1 WAIVER OF JURY TRIAL

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

10.2 FORCE MAJEURE

Bollin Ligon Walker Realtors shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

10.3 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

10.4 WITNESS

The signing of this lease was witnessed by:

witness signature

date

X

Lessee

Barbara Williams

Date Signed

X

Lessor

Date Signed